

AGREEMENT

by and between

BOROUGH OF BARNEGAT LIGHT

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL NO. 35

Effective: January 1, 2004

Expiration: December 31, 2006

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AGREEMENT

THIS AGREEMENT, made this 21st day of January, 2004, between the Borough of Barnegat Light, a municipal corporation organized and existing under the laws of the State of New Jersey, a public employer with its main office at Borough Hall, 10 West 10th Street, Barnegat Light, New Jersey, 08006, hereinafter referred to as the "Borough," "Company" or "Employer," and Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, having its office at 620 U.S. Route 130, Trenton, New Jersey, 08691, comprised of Borough of Barnegat Light Public Works, Water and Sewer Department Blue Collar Employees, such organizations having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to as the "Union." Wherever the term "blue collar employee" or "employee" is used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

ARTICLE 1 PURPOSE

This Agreement entered into between the Employer and the Teamsters has as its purpose the promotion of harmonious relations between the Employer and the Teamsters; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2 RECOGNITION CLAUSE

The Borough recognizes Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for all permanent full-time employees employed by the Public Works and Water and Sewer Department of the Borough of Barnegat Light, including Foreman, all operator/laborer levels and new hires. The parties agree to negotiate with respect to salary, hours and those terms and conditions of employment required by New Jersey Statutes. However, the following titles shall be excluded from the bargaining unit: all confidential, managerial, executive, professional, craft, white collar and supervisor, temporary, seasonal, part-time, and probationary employees of said Department.

Employee Definitions

The following terms shall have the following meaning:

Probationary Employee - an employee who is hired to fill a permanent full-time position for a probationary period of two (2) months, during which time the employee can be dismissed without cause.

Temporary Employee - is one who is hired on a temporary basis for a limited and specified term with no expectation of full-time, permanent employment with the Borough. A temporary employee can be dismissed at any time without cause. Temporary employment shall not to exceed one (1) year, after which time the employee must become a union member as outlined in Article 22.

Part-time Employee - an employee who is hired to work on a part-time basis (averaging less than 20 hours per week) at an hourly rate of pay. The term "Part-time Employee" does not include those officials who are hired by the Borough to perform job duties on an annual basis at a set annual salary.

Seasonal Employee - one who is hired on a seasonal basis to perform certain job tasks or duties for the Borough. The season will usually be within the period from April through October annually. A prime example of a Seasonal Employee would be beach life guards.

ARTICLE 3

CHECKOFF

The Employer agrees to deduct from the first pay of each month of all employees covered by this Agreement the dues and initiation fees of the Local Union having jurisdiction over such employees as specified by the Local Union from time to time, and agrees to remit to said Local Union prior to the fifteenth (15th) of the month for which the deduction is made. Where written authorization is required by law, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 4.01 - Definition

All employees have the right to informally or formally report any and all statements, acts or behavior by employees, supervisors, elected officials or others which are deemed or perceived by the affected employee to be an improper employment practice of any nature, including, but not limited to, the violation of any employment protection law or regulation, discrimination of any nature, harassment of any nature or any other statements, acts, or behavior which may be violative of employment rights.

Employment complaints can often be resolved quickly and directly without the need for a formal written Grievance. The Borough Administrator and all supervisors shall be available to discuss complaints or problems as they arise on an informal basis. If a problem arises, employees should first discuss the problem with their immediate supervisors to maintain an open line of communication with all employees.

All employees shall be entitled to be free from any and all reprisals or retaliatory action by any supervisor or other employee as a result of reporting an employment complaint.

Formal Written Grievance Procedure.

1. Formal Written Grievances shall be processed promptly and expeditiously, and they shall be adjusted according to the procedures provided herein.
2. A grievant shall be permitted a representative at all levels of the Grievance procedure and may produce witnesses for the purpose of taking testimony relevant to the Grievance.

3. The grievant shall present a written statement of the Grievance to the Borough Administrator within five (5) days of the occurrence of the allegations. The Borough Administrator will review the Grievance and investigate the facts and submit a written answer to the grievant within seven (7) days of receipt of the grievance.
4. If the grievant is dissatisfied with the answer submitted by the Borough Administrator, the grievant may appeal the answer to the Mayor and Borough Council within seven (7) days after receipt of the written answer. A hearing shall be scheduled for the next available meeting of the Mayor and Borough Council. A final determination will be submitted to the grievant within seven (7) days thereafter. All proceedings before the Mayor and Borough Council shall be on the record.

All employees shall cooperate fully with the Borough Administrator's investigation of any Grievance or employment complaint.

Grievances and employment complaints shall be kept confidential to the extent possible, but complete confidentiality to the extent possible, but complete confidentiality or anonymity cannot be guaranteed due to the demands of the investigatory process and the grievance procedures.

In the event that the grievant seeks to challenge the final determination of the Mayor and Borough Council as being arbitrary, capricious or unreasonable, the grievant may bring an action in the New Jersey Superior Court for judicial review of the record of the same. Court costs shall be equally split by the parties, and each party shall be responsible for its own attorneys fees. The Court's determination shall be final and binding on all parties.

ARTICLE 5

ABSENCES AND VACATIONS

The following regulations are hereby established relative to absences and vacations:
Leaves of absence may be granted in the discretion of the governing body as it deems appropriate.

Section 5.01 - Vacation time

All vacation time will be prorated per year based on eligibility according to the following schedule.

Five (5) days of vacation, prorated for the first year.

After two (2) years and up to five (5) years of service (inclusive), ten (10) days of vacation.

After six (6) years and up to twelve (12) years of service (inclusive), fifteen (15) days of vacation.

After thirteen (13) years of service (inclusive), twenty (20) days of vacation. This additional five (5) days of vacation, and only this additional five (5) days of vacation, may be taken in either days off or in additional pay.

One week of vacation may be taken during the summer months. Vacation time not used during the year in which it is earned, may be carried over but must be used within the following vacation year.

Section 5.01 - (continued)

All vacations are subject to the approval of the immediate Supervisor, with approval of the Mayor, and will be scheduled so as not to unreasonably interfere with the operation of the Department to which the employee is assigned. The employee must give 30 days notice of intent to take vacation time. Where conflicting vacation requests have been submitted by employees, the employee with the most seniority will be granted vacation leave first, so long as this will not unreasonably interfere with Department operations. The Borough acknowledges with employee vacation requests.

Section 5.02 - Sick leave

1. All permanent, full-time employees shall be granted sick leave with pay after the first calendar year of service according to the following schedule: twelve (12) days in 2004, fourteen (14) days in 2005, fifteen (15) days in 2006.
2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.
3. An employee who does not expect to report for work on any working day because of an illness or other legitimate reason must notify the Borough Clerk by telephone or otherwise within two (2) hours after beginning hour of his or her tour of duty.
4. When the sick leave with pay does not exceed three (3) consecutive work days, normally the employee's statement of cause will be excepted without a supporting statement from his or her attending physician. However, the municipality may have an employee examined by a licensed physician at the Borough's expense. Similarly, the municipality may require any employee who has used three (3) or more consecutive sick days to furnish a physician's certificate, at the employee's expense, that the employee is physically fit and able to resume his or her duties.
5. No employee while on sick leave shall be otherwise employed or engaged in any outside work or employment whatsoever.
6. Any employee on sick leave who, in addition, qualified under Worker's Compensation for weekly benefits shall, during the period he or she is receiving Worker's Compensation payments, be entitled only to that portion of his or her regular salary which when added to the Worker's Compensation payments equals his or her normal salary.
7. Sick leave can be accumulated to a maximum of sixty (60) days.
8. Upon separation from employment with the Borough, in good standing, an employee shall be paid for unused sick leave up to a maximum of sixty (60) days.

Section 5.03 - Bereavement leave

All employees shall receive up to four (4) days bereavement leave with pay in the event of the death of a spouse, parent, a spouse's parent, a child or stepchild, or other relative living in the employee's household.

Section 5.03 - (continued)

All employees shall receive up to two (2) days bereavement leave with pay in the event of the death of a grandparent, a spouse's grandparent, or a sister or a brother.

All employees shall receive one (1) day bereavement leave with pay in the event of the death of an aunt, an uncle or a cousin.

Additional bereavement leave may be granted, in the discretion of the Mayor and Borough Council, under exceptional circumstances.

All such leave will not be taken until the Mayor is notified of the instance of bereavement.

Section 5.04 - Holidays

The following are declared holidays for all employees:

| | | |
|------------------------|------------------|---------------------------|
| New Year's Day | Memorial Day | Veteran's Day |
| Martin Luther King Day | Independence Day | General Election Day |
| President's Day | Labor Day | Thanksgiving Day |
| Good Friday | Columbus Day | Friday after Thanksgiving |
| | | Christmas Day |

If a holiday falls on a Saturday, the preceding Friday will be declared the holiday. If a holiday falls on a Sunday, the following Monday will be declared the holiday. If Christmas and New Year's Day fall on a Tuesday, the preceding Monday will also be a holiday. If Christmas and New Years's Day fall on a Thursday, the following Friday will also be a holiday.

Section 5.05 - Personal Days

There shall be allowed five (5) personal days off per year for all full-time permanent employees. These may be taken by the whole day or the half day only.

ARTICLE 6 **NON-DISCRIMINATION**

The parties agree to comply with all Equal Employment Opportunity guidelines and statutes.

ARTICLE 7 **OUT WORK AND RAIN GEAR**

The Borough will continue to provide outer work clothes and rain gear to all employees in the bargaining unit requiring same. The Borough will determine the amount of outer work clothes and rain gear to be distributed to each employee and employees will be responsible for the maintenance of work clothes and rain gear in usable condition. The employees issued work clothes and rain gear will wear same unless authorized not to do otherwise by an immediate supervisor.

ARTICLE 8
WORKING TIME AND ATTENDANCE

The following regulations are hereby established relative to working time and attendance on the job by municipal employees:

Accurate and complete time and attendance records will be maintained by the Borough Treasurer.

Section 8.01 - Schedules of work hours

Unless ill or on vacation, holiday or leave of absence, all municipal employees will be at their assigned posts or points of duty in accordance with the following schedule:

1. Public Works personnel: Monday through Friday, 7:30 a.m. to 4:00 p.m., five (5) days per week, forty (40) hours per week; one half-hour ($\frac{1}{2}$) lunch break.
2. Summer Hours: 7:00 a.m. to 3:30 p.m., or as otherwise agreed.

Being punctual is of the utmost importance and tardiness or unexplained absences from post of duty will be the basis for disciplinary action against the offending employee. When an employee becomes aware that he or she will not be able to work for any reason or will be late, the employee's immediate supervisor must be advised as soon as possible in advance of the beginning of the work shift, whenever possible.

Absence from work for three (3) consecutive days without prior notice and authorization shall be considered an abandonment of the position and termination of employment not in good standing.

Section 8.02 - Overtime

1. Overtime work shall be permitted when authorized by the Mayor or his designee.
2. Overtime will be paid at the rate of one and one-half ($1\frac{1}{2}$) times the employee's hourly base pay for hours worked in excess of eight (8) hours during a work day or 40 hours during a work week. Overtime will be paid at the rate of two (2) times the employee's hourly base pay for hours worked in excess of twelve (12) hours during a work day, and for work hours performed on a scheduled holiday, during a state of emergency or on a Sunday, excluding regularly scheduled weekend and holiday checks of the utility systems.
3. Beepers. Each employee shall be required to carry a beeper for emergency calls on a weekly rotating basis. The employee carrying the beeper shall be provided with a vehicle for emergency response, only during the on-call period. They shall be paid a flat rate of \$200.00 per week in lieu of any other compensation for carrying the beeper and remaining on-call. Regularly scheduled weekend and holiday checks of the utility systems shall be paid at the overtime rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate for three (3) hours per day and regularly scheduled weekend checks of the utility systems. No employee may decline to take his or her

Section 8.02 - (continued)

turn carrying the emergency beeper. The employee carrying the beeper must respond to the Borough within 30 minutes of the emergency call. When the Superintendent is out and the Foreman is acting in the Superintendent capacity, the Foreman shall receive the beeper rate.

4. Employees called in for emergency response shall be paid a minimum of four (4) hours pay regardless of the actual hours worked at the overtime rate. If a call is completed in less than four (4) hours and the employee completed in less than four (4) hours and the employee leaves but is called again within the original four (4) hour period, the Borough shall not be charged an additional four (4) hour minimum.

Section 8.03 - Wash-up time

All employees shall have ten (10) minutes wash-up time prior to the lunch break and at the end of the work day.

ARTICLE 9
SAFETY REPORT

Whenever an employee is assigned to drive Borough equipment and he feels such equipment is in need of such repair that it is hazardous or defective, he shall at once notify the Foreman who thereupon shall ask the employee to fill out the Safety Report form as agreed upon by the parties to this Agreement.

ARTICLE 10
CLOTHING AND SHOES

The Borough will replace worn out shoes and carharts upon reasonable requests expressly limited, however, to one (1) new pair of shoes and one (1) set of carharts per year.

ARTICLE 11
JOB POSTING

Any vacancy in the bargaining unit shall be posted for three (3) calendar days before it is awarded to any person. Consideration of employees currently working for the Municipality will be provided by the Public Works Committee before a new employee is hired for a vacancy. The hiring decision is reserved exclusively to the full membership of the municipal governing body, however. Preference for promotional advancement positions that may become available will be given to existing employees, subject to the requirements of law.

ARTICLE 12
BULLETIN BOARDS

The Union will have access to a bulletin board in the Public Works garage. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Borough Council member in charge of the Public Works Committee.

ARTICLE 13
HEALTH CARE BENEFITS AND DISABILITY

The Borough will continue to provide the same level of health benefits coverage as are presently and have been previously provided under the Borough plan, which may include basic coverage, major medical, and dental, life insurance and prescription drug plan, for the duration of this Agreement.

The Borough also will continue to provide disability insurance to the extent presently and previously provided under the State plan. Any difference between State disability benefits and the employee's regular base pay may be charged to the employee's available sick days. The Borough is not responsible for any additional taxes that an employee may incur using this method.

ARTICLE 14
JURY DUTY

All employees covered by the terms of this Agreement shall be granted leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury duty fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to 1:00 p.m., said employee shall be required to report for the remainder of his/her shift.

ARTICLE 15
MANAGEMENT RIGHTS

The employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

Except as specifically abridged, limited or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

ARTICLE 16
WORK CONTINUITY

During the period of time of this Agreement, the Union and its members shall not have the right to engage in any slowdown, work stoppage or a strike.

The sole method for resolving any disagreement concerning this Agreement shall be covered by the procedures contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

ARTICLE 17
PERFORMANCE EVALUATIONS AND CERTIFICATIONS

The parties agree that this Borough has the right to conduct individual performance evaluations of all personnel and the employee shall be given a copy of same.

The Borough will pay for all State certification and utility license fees related to the performance of the work function of the employees.

ARTICLE 18
DISCIPLINARY ACTION

When a supervisor believes that an employee is not conforming to the municipal policies, rules or ordinances, or fails to respond of specific instructions given him or her, the supervisor shall notify the Mayor.

Examples of employee misconduct which may be grounds for disciplinary action and/or removal include, but are not limited to, the following:

1. Incompetency or inefficiency.
2. Neglect of duty
3. Insubordination or breach of discipline.
4. Conviction for any criminal act or offense.
5. Disorderly or immoral conduct on the job.
6. Engaging in any form of political activity during working hours.
7. Drinking of alcoholic beverages; use of controlled drug substances during working hours unless under doctor's prescription and the use of the drug will not interfere with the employee's job performance; or reporting to work in an impaired state.
8. Unauthorized or improper use of municipal supplies, materials, equipment, vehicles or facilities.
9. Alteration or misrepresentation of attendance records by an employee punching or otherwise marking the time card or time records of another employee.
10. Inappropriate or reckless use of municipal vehicles or equipment.
11. Soliciting or otherwise seeking to receive any tip, donation, gift or other personal benefit for services performed as a normal part of an employee's employment with the Borough of Barnegat Light.
12. Revocation or suspension of driving privileges.

Disciplinary Measures.

The following disciplinary measures will apply depending upon the nature or severity of the infraction:

1. Personal interview. The immediate supervisor will have a personal interview with the employee.
2. Written reprimand. If the employee fails to improve following a personal interview, a written reprimand will be prepared by the immediate supervisor, outlining in detail the unsatisfactory conduct or performance of duty. If the supervisor feels it appropriate, he or she may also outline recommendations for correcting the unsatisfactory conduct or performance of duty. The original copy of the reprimand will be furnished to the employee and the copy signed by him or her. Acknowledged receipt of the reprimand will be sent to the Municipal Clerk for inclusion in the employee's personnel file.
3. Suspension without pay. In the event that the employee fails to improve after both a personal interview and written reprimand, the immediate supervisor will bring the details to the attention of the Mayor. If it appears that a suspension is necessary, the Mayor will cause the issuance of a Notice of Disciplinary Action to the employee, noting suspension is necessary and specifying the reason for suspension and the length of time the employee will be suspended.
4. Termination. In the event that unsatisfactory conduct or performance persists, termination may be warranted. Under those circumstances, a termination notice will be issued by the Mayor.

Where circumstances warrant a progression of disciplinary action, the delay between steps will not exceed 12 months.

All documents related to disciplinary action shall be placed in the employee's personnel file.

ARTICLE 19

EMPLOYEE JOB CLASSIFICATIONS

The Employee (Job) Classifications for the Public Works Department are solely for the purposes of advancement. All employees of the Public Works Department are required to perform the duties of other employees of the department as taught, assigned, or needed regardless of classification and pay rate to insure the continuous and efficient operation of the Department and the Borough. Job classifications shall be; Foreman, Laborer 1, Laborer 2.

ARTICLE 20

WORK ASSIGNMENTS

The employer agrees it shall not assign or direct Public Works Department employees to perform work that cannot be categorized as that of Public Work Employee (including Water and Sewer Department). This will insure that employees will not be required to work for which they are unqualified.

ARTICLE 21

SENIORITY

Seniority shall be considered for purposes of scheduling vacations and personal leave and shall be a consideration if a job opening should occur but shall not be the sole determining criteria.

When the Borough decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority shall be laid off first. It is expressly understood that the employees affected by layoffs shall have bumping privileges to move to a classification of work which they can perform.

Employees shall be recalled for work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. Employees continuously laid off for a period of one (1) year or more shall not be entitled to recall.

ARTICLE 22

AGENCY SHOP

Any full-time employee or part-time employee working in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of their date of hire shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eighty-five (85%) of the regular Union membership dues, initiation fee and assessments as certified by the Union to the Employer. The Union agrees to save the employer harmless from any and all action it takes under this Article.

ARTICLE 23

SALARY

The parties agree that the following promotional, equity adjustments and across the board raises will be applicable to these personnel covered by this bargaining unit:

| <u>EFFECTIVE</u> | <u>1/1/04</u> | <u>1/1/05</u> | <u>1/1/06</u> |
|--------------------|---------------|---------------|---------------|
| Increase per hour. | \$1.50 | \$1.00 | \$1.00 |

ARTICLE 24

SEXUAL HARASSMENT POLICY

Section 24.01 - Purpose

The purpose of this policy is to maintain a healthy work environment and to provide procedures for reporting, investigating and resolving complaints of harassment, sexual or otherwise.

Section 24.02 - Notice

The Borough of Barnegat Light is committed to providing a work environment free from sexual harassment. Sexual harassment of individuals, whether committed by elected or supervisory personnel, regardless of work location, is specifically prohibited. Violations will result in disciplinary action, up to and including dismissal of employees, and notice to appropriate law enforcement authorities.

Section 24.03 - Definition

Unsolicited and unwelcome sexual advances, requests for sexual favors, and other verbal or physical sexually-oriented conduct when such conduct has the purpose or effect or unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, when submission to such conduct is made, either by threat or implication, a term or condition of an individual's employment, when submission to or rejection of such conduct by any individual is used as a basis for employment decisions affecting the individual. This conduct might include repeated offensive sexual flirtations, propositions, repeated verbal offensive sexual flirtations, propositions, repeated verbal abuse, graphic or degrading comments about an individual or his/her appearance, the display of sexually suggestive objects or pictures and any offensive or abusive physical contact.

ARTICLE 25

DRUG AND ALCOHOL TESTING POLICY

Section 25.01 - Testing Procedures

Pre-employment physical/drug screen shall be enforced for all new hires. All employees are subject to random drug testing, not just D.O.T., C.D.L. license holders. The Department of Transportation (D.O.T.) rules require drug and alcohol testing for employees possessing Commercial Drivers Licenses. Required drug and alcohol testing is done by two separate and distinct methods. Drug testing is done by urinalysis and alcohol testing is done by breath testing.

Section 25.02 - Testing

All drug testing required by the Borough will be performed in accordance with D.O.T. guidelines. This testing process will look for the presence of the following substances: Amphetamines, Cocaine, Opiates, Marijuana and Phencyclidine. Under no circumstances will any other tests be performed on any specimen provided under tests be performed on any specimen provided under the D.O.T. guidelines by a Borough employee.

Section 25.03 - Reasonable Suspicion Testing

All employees are subject to a fitness for duty evaluation, to include urine and breath testing, when there is reason to believe that alcohol or drug use is or will adversely affect job performance. A reasonable cause referral for testing will be made on the basis of documented, objective facts and circumstances which are consistent with the long or short term effects of substance abuse.

Examples of reasonable suspicion include, but are not limited to the following:

- Adequate documentation of unsatisfactory work performance or on-the-job behavior.
- Physical signs and symptoms consistent with substance abuse.
- Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, alcohol or drugs.
- Fights, assaults, or flagrant distribution, dispensing, possession, or use of controlled substances, alcohol or drugs.

Section 25.03 - (continued)

Reasonable cause testing determination will be made by a supervisor or Borough official who is trained to detect the signs and symptoms of drug and alcohol use and who can reasonably conclude that an employee may be adversely affected or impaired in his/her work performance due to substance abuse. If another supervisor or Borough official is immediately available, he/she will verify that there is reasonable cause before the employee is transported to the agent's facility. At no time will this determination be made on the basis of third party reports without verification.

Employees are expected to report for alcohol testing as required by this policy and in accordance with Borough testing procedures. Employees are the report for work with no alcohol or illegal drugs in their bodies. Any refusal to submit to alcohol breath testing or urinalysis drug testing as directed by supervisory personnel will be considered a refusal-to-test and will require the same disciplinary action as a positive result.

Employees who test positive during alcohol breath testing will be terminated.

Employees who test positive during drug testing will be terminated.

ARTICLE 26
EMPLOYEE PERSONNEL FILES AND RECORDS

Section 26.01 - Personnel Files

The Department Head to whom an employee reports shall maintain a personnel file for every employee of the Department. The Borough Administrator shall also maintain a duplicate of each employee's personnel file.

The employee personnel file shall include:

1. Original application submitted by the employee;
2. Notes from any pre-employment interview or interviews.
3. Written performance evaluations.
4. Disciplinary actions, if any.
5. All records pertaining to Employee Grievances.
6. Any other materials relevant to the employment of the employee.

Employees may review their personnel files by making an appointment with the Borough Administrator.

Section 26.02 - Performance Evaluations

Employees will be formally evaluated no less than once year. Each employee will be given the opportunity to participate in the evaluation process and to assist in the development of performance objectives. Upon completion, each employee will receive a copy of the evaluation and will have the

Section 26.02 - (continued)

opportunity to review the evaluation with the supervisor who prepared it. The Performance Evaluation shall be filed in the employee's personnel file as a permanent part of their employment records.

ARTICLE 27
SEVERABILITY CLAUSE

If any part, clause, portion of Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

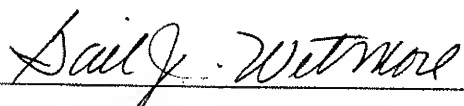
ARTICLE 28
DURATION

This Agreement shall be effective January 1, 2004 and shall continue in full force and effect until December 31, 2006, except that the parties will enter into negotiations for a succeeding contract in September 2006.

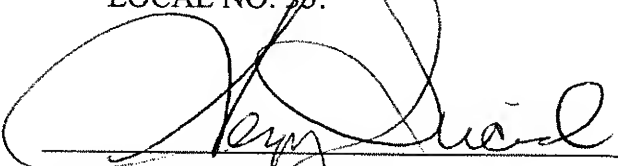
IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

FOR BOROUGH OF BARNEGAT LIGHT:


FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
LOCAL NO. 35:



Gail J. Wetmore, Administrator



Gregory Lucidi, President



Daniel A. Kreiser, Secretary-Treasurer

ATTEST:

